



Prepared for:
Mark Olson
2103 North Street
Marysville, KS 66508
United States
(785) 475-8590 | mrodvm@gmail.com

[Bid #: 00043559](#)

Evaluated on:
January 10, 2025

Evaluated By:
Cody Beaver
785-825-4200 | codyb@lamunyon.com

1541 18th Road
Clay Center, KS 67432
Office 800-528-5535

Bid and Scope of Work

Lamunyon Dry Out & Foundation Repair has performed an evaluation of your home. Any issues observed may have been caused by multiple sources that will need to be addressed. Lamunyon Dry Out & Foundation Repair approaches these repairs using a comprehensive solution that addresses the source of the problem. We take pride in assuring that our scheduled installation dates are as accurate as possible. Below, are the services and/or repairs we recommend and the associated cost.

Bid Items

Name	Qty/Ft/Lbs
Install steel box beam wall brace with foot anchored to concrete slab and attached to floor joists by appropriate bracket	8.00

Payment Terms

Down Payment: 30%

Bid Acceptance Down Payment: \$2,733.60

Project Completion: \$6,378.40

Tax:

Total: \$9,112.00

Financing Options are available. Ask your sales consultant for more details.

If you would like to approve your bid electronically, [click here](#).

If the above link is not working, please copy and paste this link into your browser:

<https://bidreview.secure.force.com/?id=0Q0UQ000001BJ6n0AG>

Important Project Notes

Technicians will install 8 steel box beam walers along the east foundation wall in the basement. These will be installed to laterally stabilize the east wall. It is the homeowners responsibility to have all obstructions and contents removed before and to reinstall them after installation is complete. This includes but not limited to contents, plumbing, electrical conduit, and anything else that would hinder installation. (8 Perpendicular with 24" OC joist)(Floor to joist varies 7'1"-7'2.5" and to subfloor 7'9.5-7'10")

General Disclaimer Floor Coverings

Asbestos Tile: Asbestos tiles were popular in the United States in homes built between 1920's and the 1980's. Typically asbestos tiles are 9" by 9" but were manufactured in different sizes. The homeowner is responsible for testing suspect tile prior to the arrival of the installation crew. State law prohibits the removal of asbestos tile by the installation crew. Lamunyon Dry Out & Foundation recommends hiring an asbestos abatement company to remove any tile in effected work areas. You as a homeowner are allowed to remove the tile but it is recommended to follow state code for removal. You can find additional information for removal online.

New concrete: After your SafeBasements drain tile system has been installed it is recommended to leave fresh concrete exposed for a period of no less than 30 days to allow the concrete to cure.

Floor Coverings: Lamunyon Dry Out & Foundation is not responsible for damage to any floor coverings of personal belongings due to wicking. Floor coverings: The home owner is responsible for removing any floor coverings prior to the arrival of the installation crew.

Insurance Coverage

Client acknowledges that Lamunyon Dry Out & Foundation Repair is working for client and not the insurance company, adjuster and/or agent. It is fully understood that Client is personally responsible for any and all deductible, depreciation or any other charges or costs including those not covered by insurance. Client agrees to pay Remediator directly for any amount not covered by insurance. Client fully understands and agrees that Remediator is not an agent (actual or apparent) of the insurance company. In the event that legal proceedings must be instituted to recover any amount due, Remediator shall be entitled to recover the cost of collection including reasonable attorney's fees.

Contract Agreement

AGREEMENT BETWEEN: Lamunyon (*hereinafter referred to as Lamunyon*) and Mark Olson (*hereinafter referred to as Client*) (*the "Contract"*)

Cleaning by Lamunyon Inc. dba Lamunyon Dry Out & Foundation Repair, herein may be referred to as "Lamunyon", "Lamunyon Dry Out & Foundation Repair", "we", "us", "our" or "Remediator", and Client(s) may also be referred to as "you", "your". Lamunyon proposes and/or agrees to perform the scope of work at {address}, as outlined in the estimate and any diagrams attached. All work will be performed in a professional manner. The area of repair will be returned as close to original condition as possible.

TERMS AND CONDITIONS

1. Work - this is a contract to supply only the Work specified above. Any other products or services supplied will be at our normal rates and terms. You authorize us to do the Work, will cooperate as required, and agree to provide reasonable access to the Premises. You will supply all other necessary services such as electricity, light, and water. All work will be completed according to standard practices. We may subcontract all or any part of the Work. Additional work required to correct for unforeseen pre-existing conditions will be at your expense. We will not be liable if an event beyond our reasonable control delays or prevents us from doing the Work. We have 60 days to remedy any problem after we receive written notice of it. All products are to be used for their intended purpose, your use of them constitutes acceptance, and we will not be liable for any damage resulting from use.

2. Payment – You agree to pay us in full for all amounts due, including sales taxes, promptly upon completion of the Work. Outstanding balances will accrue interest at eighteen percent (18%) per annum (1.5% per month) until paid. **You agree to place a deposit of 30% with us upon project booking.** If credit or payment terms are agreed to, then you authorize us to obtain any information regarding your credit history. All Products will remain our property until we have received payment in full. Failure to make full payment on time will entitle us, in our sole discretion, to remove all Products and/or materials, including those in use. Non-payment will result in voided warranties.

3. Limited Warranty – All Services will be performed with good or new materials in a good workmanship like manner. All Products supplied will include any related manufacturer issued warranties. We will not be responsible for any Product defects, unless we provide an additional written promise. All Services performed and materials supplied will be free from defects for one (1) year after the installation date along with product specific warranties. This warranty is effective upon payment of all sums due and is transferable to subsequent owners of the premises, if we are notified in writing within thirty (30) days after transfer with no exceptions or guarantees. Unless a separate written guaranty or warranty is specifically provided this is the only warranty that applies and is made in lieu of all other representations, guarantees, and warranties, expressed or implied. We agree to repair or replace, in our sole discretion, any defective Services or materials, if we receive written notice of such defects by certified mail, and we verify that such defect exists. We specifically disclaim all other warranties, express or implied, including, without limitation, the warranty of merchantability and fitness for a particular purpose.

4. Premises – You warrant that the Premises are not in violation of any building codes, ordinances, or statutes and that there is no asbestos or other hazardous material (“HazMat”) on the Premises; we rely on your warranty. If any HazMat is found on the Premises, we may stop the Work, and you agree to have it properly removed or addressed as legally required. You will be solely responsible for such HazMat, including all identification, abatement, cleanup, and all handling, and we will have no responsibility or liability in any regard. We are not liable for any damage to the Premises or to any personal property, unless caused by our gross negligence. Damage claims may not be offset against any balance due under this Agreement; such claims must be handled as a separate matter.

Lamunyon shall not be held liable for damage to wall coverings (interior or exterior), floor coverings, doors, windows, or material objects in structure. Moving or lifting of foundation walls, interior walls, wing walls, porch walls, or any footings will affect the structure that rests upon them. Lamunyon cannot know how the above structure will react and offers no guarantee to the condition of these things prior to or after repairs have been made. Lamunyon and their crews, are not liable to make repairs to any doors, windows, wall coverings, floor coverings or material objects in the structure.

Lamunyon shall not be held liable for damage to property in or around the dwelling that must be moved from the project area. Lamunyon Restoration and its crews are not professional movers and do not give any guarantee to the conditions of objects or property. Lamunyon and its crews are not responsible to replace any property moved from the project area back to its original locations or rooms.

Concrete floors that have settled with the foundation, will have no guarantees to the condition of the slab, prior to or after foundation repairs are made. In many cases lifting the footing will damage concrete floors.

5. Remedies – You waive the right to a jury trial and agree to pay all court costs, reasonable attorney fees, and all other expenses incurred to collect any sums due to us or to protect our legal rights. We are not liable for any consequential, incidental, indirect, punitive, treble, speculative, or special damages of any kind whatsoever, and you may not bring any action against Lamunyon more than two (2) years after the Date of Transaction.

6. Changes and Interpretation – A writing signed by both you and us is required for any change orders or changes to this Agreement, and all new costs will be your responsibility. You may not transfer your rights or obligations under this Agreement without express prior written consent. The laws and courts of the state in which we maintain our principal place of business apply exclusively, and the invalidity of some provisions of this Agreement will not affect the enforceability of the rest.

7. Disclaimer – While all work performed may reduce energy use, you understand that we have not promised any specific reduction or financial savings, unless a separate written guaranty is provided, and that all such reductions and savings will vary depending upon the conditions before or after the Work, occupant behavior, and energy prices. While believed to be accurate, all tax credits, rebates, and other governmental incentives listed on the Agreement are provided only for your convenience, and we do not represent or promise that they are available, that they apply to the Work provided under this Agreement, or that you will receive any specific amount. Other than any instant rebates that we deduct from the total amount due, you are responsible for applying for all such tax credits, rebates, and other governmental incentives, and we have no responsibility or liability for them in any regard.

8. Independent Status – You acknowledge and agree that we are an independently owned and operated dealership and that SafeBasements and its affiliates do not own or operate this business and are not responsible for it, or for the products and services we provide (regardless of location), or for our relationships with our customers, vendors, or other third parties.

9. Entire Agreement – This Agreement (and all attachments) contain the entire, final agreement between you and us, and supersedes all prior written and oral agreements, proposals, and understandings. You (i) have had the opportunity to review it with an attorney of your choice, (ii) have read and understood each part, (iii) are satisfied with all of its provisions, and (iv) affirm that neither we, nor any of our representatives, have made, nor have you relied on any other representations or promises, oral or otherwise, that are outside this Agreement. All waivers must be in writing to be effective.

10. Project Time - Lamunyon understands that time is of the essence and will exert due-diligence in keeping with the agreed upon start and completion dates. Lamunyon will not be held liable for start and completion times of this project, including but not limited to, changes caused by weather, project scope changes, equipment failure, or product accessibility.

11. Line Locate - Lamunyon is responsible for contacting line locate companies i.e. Dig Safe dial 811 or www.KansasOneCall.com for work performed outside that require this service (ex: wall anchors) and may be responsible for repairs related to damage of accurately marked lines. You, the Buyer, and any contract signors are responsible for non-located and private utility lines which may include, sewer/septic, water main, sprinkler system, cable/phone/data electric and gas. Every effort will be made to avoid such incident. Your help in identifying and informing the foreman regarding these areas will be appreciated.

12. Permits - Permits will be pulled as necessary to local laws by Lamunyon. If unforeseen, substantial fees are added to the permits, homeowners/property owners will be asked to cover the difference.

13. Landscaping - Landscape materials that must be moved from the project area will not be put back unless stated in writing and attached to this contract in some form. Grass, shrubs, trees or plants of any kind in the trenched or excavated areas cannot always be saved. While Lamunyon and its crews will take as much care as possible, however there will be no guarantee to the condition of the above mentioned items before, during, or after the project. Areas excavated and/or backfilled will create damage to grass and may require a larger diameter of hole to be dug. Lamunyon and its crews are not liable for damaged grass or landscaping.

14. Water Intrusion - Lamunyon will not be held liable for water that enters the structure unless expressed in writing on the estimate and warranty certificate. Warranties for water intrusion are specific to the repaired areas only. Basements do or will leak, especially in flooding conditions.

15. Withdraw - Lamunyon may withdraw this proposal if not accepted within 30 days.

16. Cancellation - We may cancel this Agreement at any time and without liability for any work performed or to be performed, and return your money, except for any amounts already used or committed for the work. For work performed beyond payments received, you agree to pay us for time and materials at our standard rates and terms through cancellation and to pay all invoices upon receipt. If you cancel this agreement after the Cancellation Period, any property traded in, any payments made by you under the contract or the sale, and any negotiable instrument negotiated, may be returned to you, in part or in full, at the sole discretion of Lamunyon and after consideration for any amounts already used or committed for the work. (A re-stocking fee may be incurred of an amount up to 15% of the total amount of the project.) Any delays requested by you will be reviewed at the sole discretion of Lamunyon and may result in additional fees.

Notification of Cancellation:

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the contractor of your Cancellation Notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the contractor regarding the return shipment of the goods at the contractor's expense and risk.

If you do make the goods available to the contractor and the contractor does not pick them up within twenty (20) days of the date of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice within (3) business days of the date on this proposal.

Reference Bid Number: 00043559

Please sign and return this contract with deposit within 7 days.

Mail: 1541 18th Road Clay Center, KS 67432

Phone: 800-528-5535

Client Signature: _____ Date: _____